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9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 HEATHER HILLBOM, individually and on
behalf of all others similarly situated,

12 Plaintiff,

13 vs.
14

15 R1 RCM INC. and DIGNITY HEALTH d/b/a
DIGNITY HEALTH - ST. ROSE DOMINICAN
16 HOSPITAL, ROSE DE LIMA CAMPUS,

17 Defendants.
18

Case No.: 2:24-cv-00664-JAD-EJY

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

ECF NO. 36

19
20 Before the Court is Plaintiff Heather Hillbom's ("Plaintiff") Motion for Preliminary
21 Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a
22 Settlement Agreement between Plaintiff and Defendants R1 RCM Inc. ("R1") and Dignity Health
23 d/b/a Dignity Health – St. Rose Dominican Hospital, Rose De Lima Campus ("Dignity Health" and,
24 together with R1, "Defendants") (collectively, the "Parties").

25 Having fully considered the issue, **the Court hereby GRANTS [ECF No. 36]** the Motion
26 and ORDERS as follows:

27 1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement
28 provides for a Settlement Class defined as follows:

1 All individuals whose PII and/or PHI was potentially impacted in the Data Incident who were
2 sent notice of the Data Incident by Defendants.¹ Specifically excluded from the Settlement Class
3 are Defendants, the Released Parties, and their officers and directors; (ii) all Settlement Class
4 Members who timely and validly request exclusion from the Settlement Class; (iii) any judges
5 assigned to this case and their staff and family; and (iv) any other person found by a court of
6 competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the
7 criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such
8 charge.

9 Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice of
10 the proposed Settlement is justified. The Court finds that it will likely be able to approve the
11 proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able
12 to certify the Settlement Class for settlement purposes because it meets all of the requirements of
13 Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court preliminarily finds for
14 settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class
15 Members would be impracticable; (b) there are issues of law and fact that are common to the
16 Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same
17 operative facts and the Class Representatives seeks similar relief as the claims of the Settlement
18 Class Members, and the Class Representative seeks similar forms of relief as the Settlement Class
19 Members; (d) the Class Representative will fairly and adequately protect the interests of the
20 Settlement Class, as the Class Representative has no interests antagonistic to or in conflict with the
21 Settlement Class and has retained experienced and competent counsel to prosecute this Action on
22 behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members
23 predominate over any questions affecting only individual Settlement Class Members; and (f) a class
24 action and class settlement is superior to other methods available for a fair and efficient resolution
25 of this Action.

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27
28 ¹ Capitalized terms and initialisms (e.g., “Data Incident” and “PII”) in this Order are defined as
stated in the Settlement Agreement.

1 2. **Class Representative and Class Counsel.** The Court finds that Plaintiff Heather
2 Hillbom will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the
3 Class Representative. Additionally, the Court finds that Abbas Kazerounian, Mona Amini, and
4 Gustavo Ponce of Kazerouni Law Group, APC will likely satisfy the requirements of Rule
5 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1).

6 3. **Preliminary Approval of Settlement.** Upon preliminary review, the Court finds the
7 proposed Settlement is fair, reasonable, and adequate to warrant providing notice of the proposed
8 Settlement to the Settlement Class and accordingly is preliminarily approved. In making this
9 determination, the Court has considered the monetary and non-monetary benefits provided to the
10 Settlement Class through the Settlement, the specific risks faced by the Settlement Class in
11 prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence
12 of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to
13 the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the
14 fact that the Settlement treats the Settlement Class Members equitably, and all of the other factors
15 required by Rule 23 and relevant case law.

16 4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C.
17 § 1332(d)(2) and personal jurisdiction over the Parties. Additionally, venue is proper in this District
18 pursuant to 28 U.S.C. § 1391(b).

19 5. **Final Approval Hearing.** A Final Approval Hearing shall be held on
20 **November 14, 2025 at 10 a.m.** at the United States District Court, District of Nevada, at 333
21 Las Vegas Blvd South, Las Vegas, Nevada, 89101, where the Court will determine, among
22 other things, whether: (a) this Action should be finally certified as a class action for settlement
23 purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved
24 as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this
25 Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d)
26 Settlement Class Members who have not timely and validly excluded themselves from the
27 Settlement should be bound by the releases set forth in the Settlement Agreement; (e) the
28 application of Class Counsel for a Fee Award and Costs should be approved

1 pursuant to Fed. R. Civ. P. 23(h); and (f) the application of the Class Representative for a Service
2 Award should be approved.

3 **6. Settlement Administrator.** The Court appoints Simpluris, Inc. as the Settlement
4 Administrator, with responsibility for Class Notice and Settlement administration. The Settlement
5 Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement
6 Administrator's Administrative Expenses will be paid from the Settlement Fund pursuant to the
7 terms of the Settlement Agreement.

8 **7. Notice.** The proposed Notice Program set forth in the Settlement Agreement and the
9 Long Form Notice, Postcard Notice, and Claim Form attached to the Settlement Agreement as
10 Exhibits A, B, and C are hereby approved. Non-material modifications to these Exhibits may be
11 made by the Settlement Administrator in consultation with and with the agreement of the Parties
12 without further order of the Court.

13 **8. Findings Concerning Notice.** The Court finds that the proposed form, content, and
14 method of giving Notice to the Settlement Class as described in the Notice Program and the
15 Settlement Agreement and its Exhibits: (a) will constitute the best practicable notice to the
16 Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement
17 Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights
18 under the proposed Settlement, including, but not limited to, their rights to object to or to exclude
19 themselves from the proposed Settlement and other rights under the terms of the Settlement
20 Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement
21 Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of
22 law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of due
23 process. The Court further finds that the Notice provided for in the Settlement Agreement is written
24 in plain language, uses simple terminology, and is designed to be readily understandable by
25 Settlement Class Members. The Settlement Administrator is directed to carry out the Notice
26 Program in conformance with the Settlement Agreement.

27 **9. Class Action Fairness Act (CAFA) Notice.** Within ten (10) days after the filing of
28 this Settlement Agreement with the Court, Defendants (or the Settlement Administrator acting on

1 their behalf) shall have served or caused to be served a notice of the proposed Settlement on
 2 appropriate officials in accordance with the requirements under the Class Action Fairness Act
 3 (“CAFA”), 28 U.S.C. § 1715(b).

4 **10. Requests for Exclusion from Settlement Class.** Any Settlement Class Member
 5 who wishes to be excluded from the Settlement Class must individually sign and timely submit
 6 written notice of such intent in the manner provided in the Notice. To be valid, the Request for
 7 Exclusion must be (i) submitted electronically on the Settlement Website or (ii) postmarked or
 8 received by the Settlement Administrator on or before the Request for Exclusion Deadline. If a
 9 Request for Exclusion to the Settlement Administrator is submitted by mail, such Request for
 10 Exclusion must be in writing and must identify the case name, *Heather Hillbom v. R1 RCM, Inc.*
 11 *and Dignity Health dba Dignity Health - St. Rose Dominican Hospital, Rosa de Lima Campus*, Case
 12 No. 2:24-cv-00664-JAD-EJY (D. Nev.); state the name, address, and telephone number of the
 13 Settlement Class Member seeking exclusion; be physically signed by the person seeking exclusion;
 14 and contain a statement to the effect that “I hereby request to be excluded from the proposed
 15 Settlement Class in *Heather Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health - St.*
 16 *Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY (D. Nev.).”
 17 Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any
 18 orders or Judgment entered in the Action, (ii) be entitled to receive a Settlement Payment or any
 19 Settlement Benefits under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement
 20 Agreement, or (iv) be entitled to object to any aspect of this Settlement Agreement. No person may
 21 request to be excluded from the Settlement Class through “mass” or “class” opt-outs. If any
 22 Settlement Class Member delivers both a timely and valid Claim Form to the Settlement
 23 Administrator and a timely and valid Request for Exclusion, the Request for Exclusion will be
 24 deemed to be invalid, and the Claim Form will be processed. If a Final Approval Order is entered,
 25 all persons falling within the definition of the Settlement Class who do not request to be excluded
 26 from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final
 27 Approval Order. All Persons who submit valid and timely notices of their intent to be excluded
 28 from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the

1 Settlement Agreement.

2 11. **Objections and Appearances.** A Settlement Class Member who does not submit a
3 timely written Request for Exclusion and who desires to object to the Settlement Agreement may
4 submit a timely written notice of his or her objection by the Objection Deadline and as stated in the
5 Notice. Except as the Court may order otherwise, no objection to the Settlement shall be heard, and
6 no papers, briefs, pleadings, or other documents submitted by any objector shall be received and
7 considered by the Court, unless such objector mails to the Court, and delivers copies of the same by
8 mail, hand, or overnight delivery service to both Class Counsel and Defendants' Counsel, a written
9 objection with the caption *Heather Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health*
10 *- St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY (D.
11 Nev.), that includes: (i) the Settlement Class Member's full name, current mailing address, and
12 telephone number; (ii) a signed statement that he or she believes himself or herself to be a
13 Settlement Class Member and the basis of such belief (e.g., copy of Notice, copy of original notice
14 of the Data Incident); (iii) the specific grounds for the objection; (iv) all documents or writings that
15 the Settlement Class Member desires the Court to consider; (v) a statement regarding whether they
16 (or counsel of their choosing) intend to appear at the Final Approval Hearing; and (vi) the objector's
17 signature and the signature of the objector's duly authorized attorney or other duly authorized
18 representative (along with documentation setting forth such representation). All written objections
19 must be postmarked no later than the Objection Deadline. Any objector who fails to object in the
20 manner prescribed herein shall be deemed to have waived his or her objections and forever be
21 barred from making any such objections in the Action or in any other action or proceeding.

22 12. **Claims Process.** Class Counsel and Defendants have created a process for
23 Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves
24 this process and directs the Settlement Administrator to make the Claim Form or its substantial
25 equivalent available to Settlement Class Members in the manner specified in the Notice. The
26 Settlement Administrator will be responsible for effectuating the Claims process. Settlement Class
27 Members who qualify for and wish to submit a Claim Form shall do so in accordance with the
28 requirements and procedures specified in the Notice and the Claim Form. If the Final Approval

1 Order is entered, all Settlement Class Members who qualify for any benefit under the Settlement but
2 fail to submit a Claim in accordance with the requirements and procedures specified in the Notice
3 and the Claim Form shall be forever barred from receiving any such benefit, but will in all other
4 respects be subject to and bound by the provisions in the Final Approval Order and Judgment,
5 including the releases contained therein.

6 **13. Termination of Settlement.** This Preliminary Approval Order shall become null and
7 void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their
8 respective positions existing before the Court entered this Preliminary Approval Order and before
9 they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval
10 Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the
11 Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be
12 restored to their respective positions in the Action and shall jointly request that all scheduled
13 deadlines in the Action be reasonably extended by the Court so as to avoid prejudice to any Party or
14 Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further
15 force and effect with respect to the Parties and shall not be used in the Action or in any other
16 proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with
17 the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

18 **14. Use of Order.** This Preliminary Approval Order shall be of no force or effect if the
19 Final Approval Order is not entered or there is no Effective Date and shall not be construed or used
20 as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing,
21 breach, or liability. Nor shall this Preliminary Approval Order be construed or used an admission,
22 concession, or declaration by or against the Class Representatives or any other Settlement Class
23 Member that his or her claims lack merit or that the relief requested is inappropriate, improper,
24 unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in
25 any other lawsuit.

26 **15. Continuance of Hearing.** The Court reserves the right to adjourn or continue the
27 Final Approval Hearing and related deadlines without further written notice to the Settlement Class.
28 If the Court alters any of those dates or times, the revised dates and times shall be posted on the

Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

Event	Deadline
Defendants to provide Settlement Class List to Settlement Administrator	3 business days after the Preliminary Approval Order
Defendants to serve, or cause to be served, CAFA Notice, per 28 U.S.C. § 1715(b)	10 days after the Preliminary Approval Order
Settlement Administrator to begin disseminating Notice	14 days after receipt of the Settlement Class List
Settlement Administrator to complete the issuance of Notice to Settlement Class Members	30 days after the Preliminary Approval Order
Motion for Fee Award and Costs and Service Award to Be Filed by Class Counsel	At least 21 days prior to the Objection Deadline
Request for Exclusion and Objection Deadlines	60 days after the Class Notice Date
Settlement Administrator to provides Parties with list of timely, valid Requests for Exclusion	5 days after the Request for Exclusion Deadline
Claims Deadline	90 days after Class Notice Date
Motion for Final Approval to be filed by Class Counsel	At least 14 days prior to Final Approval Hearing
Final Approval Hearing	November 14, 2025, at 10:00 a.m.

DONE AND ORDERED on this 14th day of July, 2025.


UNITED STATES DISTRICT COURT JUDGE